

## EASEMENT DEED

**KNOW ALL PERSONS BY THESE PRESENTS** that NAME, (Property Owner) of County of York, State of Maine, (“Grantor”), for consideration paid, **GRANT** to the **INHABITANTS OF THE TOWN OF KENNEBUNKPORT** (“Grantee” or “Town”), a municipality organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 566, Kennebunkport, Maine 04046-0566, and its successors and assigns forever, **WITH WARRANTY COVENANTS**, the following real property rights subject to the limitations and conditions contained below:

1. The Grantor and Grantee/Town acknowledge that the purpose of this easement is to meet the Town’s objective of providing and maintaining trees – which contribute shade, beauty and clean air to the environment – for the benefit of the Town, Grantor, and the general community.
2. This easement shall be a perpetual easement that runs with the land for the purpose of planting, replanting, maintaining, pruning, or removing any part of the Tree, as hereinafter described, on Grantor’s property (the “Property”) located at STREET, in Kennebunkport, Maine, as more particularly described in a deed to Grantor, dated DATE and recorded in the York County Registry of Deeds in Book #####, Page ###.
3. This easement shall include the right, but not the obligation, to enter onto the Property for the purpose of planting, replanting, maintaining, pruning, or removing all or any part of the Tree. The easement shall also include a right of access twenty feet wide, for persons and machines, for ingress and egress to the easement area in a straight line from the nearest public way for any purpose related to the subject of this easement. Grantee agrees that, following the completion of any such work, Grantee shall repair any damage to the Property resulting from such work so as to restore the Property substantially to its prior condition.
4. The Tree means any tree which the Town has planted (or may plant or replant in the future) on the Property, and if there is more than one such tree, this agreement applies to each of them. A general description of the Tree referenced herein, including the type of tree, number of trees, Town identification number and approximate location on the Property, is attached hereto as Schedule A.
5. Grantor agrees not to remove or prune the Tree without the Town’s prior written permission, unless such action is required in response to an emergency situation, such as severe storm damage that results in imminent danger to Grantor or any relative, guest, invitee or neighbor of Grantor, Grantor’s property, or the property of any neighbor of Grantor.
6. The Town shall not be responsible for the raking or cleanup of leaves or small branches that may fall from the Tree.

IN WITNESS WHEREOF, the said NAME (Property Owner) has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF Maine  
YORK, SS.

\_\_\_\_\_, 2016

Personally appeared before me the above-named NAME and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Type or Print Name

My Commission Expires\_\_\_\_\_